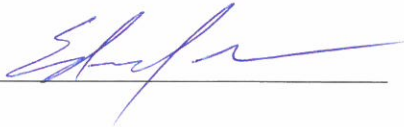
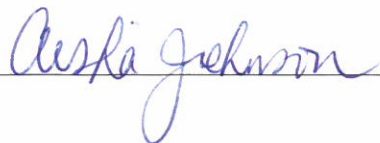


CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET
P-100 CITY HALL
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265/FAX: (205) 254-2484

AISHA JOHNSON, SENIOR BUYER
EDWARD WILLIAMS, ASST. PURCHASING AGENT

MARCH 6, 2023
ITB: 23-44

TO:	Prospective Bidders
INVITATION TO BID NUMBER:	Bid #23-44 (A complete copy can be downloaded at www.birminghamal.gov)
SEPARATE SEALED BIDS FOR:	FOOD SERVICES - JAIL
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Aisha Johnson, Senior Buyer Purchasing Division 710 North 20 th Street, P-100 City Hall Birmingham, AL 35203-2227
IMPORTANT SOLICITATION DATES	
BID DUE DATE:	BID OPENING DATE:
Wednesday, March 22, 2023 by 5:00 P.M. (Central Standard Time)	Thursday, March 23, 2023 at 11:00 A.M. (Central Standard Time)
<p>Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.birminghamal.gov (go to link titled Work, then click Bidding Opportunities), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265 and requesting a copy be mailed to you.</p> <p style="text-align:center">BID OPENING WILL BE HELD AT: Purchasing Division 710 North 20th Street P-100 City Hall Birmingham, AL 35203-2227</p>	
<p><u>TELEPHONE INQUIRIES – NOT ACCEPTED</u> Telephone inquiries with questions regarding clarification of any and all specifications of the ITB will not be accepted. All questions must be e-mailed to Aisha Johnson at aisha.johnson@birminghamal.gov.</p> <p>Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. Any submission modification(s) submitted after the “Bid Due Date” may not be considered.</p> <p>The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award contract in whole or in part based on the needs of the City of Birmingham.</p> <p>All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to this ITB, except copyrighted material, shall become the property of the City of Birmingham regardless of the bidder selected. Response to this solicitation does not constitute an agreement between the Bidder and the City of Birmingham.</p> <p>The City of Birmingham is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Birmingham or any other means of delivery employed by the bidder. Similarly, the City of Birmingham is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.</p> <p>Published-Alabama Messenger-03/08/2023</p>	
<p>RELEASED BY:</p> <div style="display: flex; justify-content: space-around; align-items: center;"></div>	

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**MARCH 6, 2023
ITB: 23-44**

INVITATION TO BID

Sealed bids marked “**ITB: 23-44 - Food Services - Jail**” will be received by the Purchasing Agent, P-100 First Floor of City Hall, 710 North 19th Street, Birmingham, Alabama 35203.

Anyone who wishes to submit a bid must attend the **MANDATORY** pre-bid conference and site inspection and examine the facility as a precondition to their bid to establish location and any potential logistical problems in the area will be held on **MONDAY, MARCH 13th AT 10:00 A.M** at the Birmingham City Jail (425 6th Avenue South, Birmingham, AL 35205). Any bids received from a vendor who did not attend the pre-bid conference will not be considered for award.

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **WEDNESDAY, MARCH 22, 2023**. **Bids submitted after these dates and times will not be considered.**

Bids will be publicly opened at 11:00 A.M. on THURSDAY, MARCH 23, 2023.

In the effort to decrease the spread of COVID-19, bid openings will be held virtually via WebEx. Login information can be found on the City’s website at www.birminghamal.gov (click on the link titled **Work** then click on **Bidding Opportunities**).

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. Late bids/proposals will be retained in the bid/proposal file, unopened.

TERM OF CONTRACT

The contract shall become effective from the date of final execution of a written agreement between the successful bidder and the City, attested by the City Clerk. Per Section 3-3-7(7) of the Birmingham City Code and the State Bid Law, the proposed contract shall be in effect for a maximum period of three (3) years. Notwithstanding the foregoing, the City shall not be obligated for the payment for services or by any provision of the contract during any fiscal year, unless, the City appropriates funds for the contract in the City’s budget for each future fiscal year. In the event funds are not appropriated for the contract, then the contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The City shall notify successful bidder in writing of any such non-appropriation of funds at the earliest possible date. The life of this contract shall exist with the approval of both parties with the provision that no price increase in the original bid prices shall be allowed.

ADDENDA

Any addenda will be available on the internet. Bidder is responsible for checking the website for addenda until the bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

CERTIFIED CHECK/BID BOND/CASHIER’S CHECK

It is required for any contract exceeding \$10,000.00 that the bidder submits with his bid a certified check, a cashier’s check, or a bid bond payable to the City of Birmingham. In order for any bid award to be considered that exceeds \$10,000.00, your bid must be accompanied by an acceptable bid bond or check in the amount of \$500.00. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening. All bids are to be submitted on the bid form provided and all bids are to be f.o.b. Birmingham, Alabama delivered. The City reserves the right to reject any or all bids submitted, in whole or part, and to waive any informalities.

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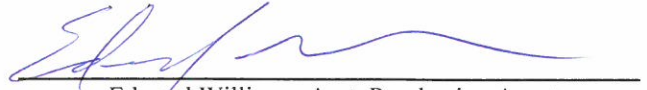
MARCH 6, 2023
ITB: 23-44

INVITATION TO BID (cont'd)

PERFORMANCE BOND:

Successful offeror will furnish surety bond equal to the amount of contract at no cost to the Mayor's Office or the City, to guarantee that all conditions and specifications of the ITB will be fulfilled. Bond will be furnished to the Purchasing Agent no later than fourteen (14) days after requested.

Bids must be submitted in a sealed envelope marked "**ITB: 23-44 - Food Services - Jail, 5:00 P.M., 03/22/2023.**" Bids may be **hand delivered** to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama or **mailed** to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Bids mailed in (i.e. USPS, Federal Express, UPS, Airborne, etc.) **must** specify delivery to Room P-100, 1st Floor-City Hall.


Edward Williams, Asst. Purchasing Agent

A.M. 03/08/2023

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**MARCH 6, 2023
ITB: 23-44**

INVITATION TO BID (cont'd)

GENERAL

The City of Birmingham is seeking bids for food service for the Birmingham City Jail. Award will be made to the lowest priced responsive, responsible bid submitted for the total lot. **NOTE:** The words contract and agreement are used interchangeably throughout this document to refer to the same document.

Bidders are required to provide an original and two (2) copies of their bid in a sealed envelope.

CANCELLATION

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the services, item(s) and/or product lines(s) being supplied is/are failing to perform satisfactorily. Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award. Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the provider must be included in any fee proposed (Code of Alabama 40-12-222.) For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by the State of Alabama Code, Section 41-16-50, in determining the low bidder. The contract shall become effective from the date noted in the Notification of Award letter which will be mailed to the successful bidder.

PURCHASE ORDERS

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. The successful bidder shall execute an agreement, signed by both parties, which together with the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract requirements"), shall represent the entire agreement between the parties and shall not be amended unless agreed in a legally authorized writing that is signed by both parties. These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor's goods and/or services. By acceptance of the City's purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

Successful bidder shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

TERMINATION OF CONTRACT

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a "non-responsive vendor" This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

All bids submitted are to be F.O.B. delivered, City of Birmingham, Birmingham AL 35203.

PRICES

Include transportation (including fuel surcharge, if applicable)

QUANTITIES

The quantities shown on the bid form are estimated quantities only. Merchandise shall be ordered as requirements dictate. The City reserves the right to purchase more or less than this quantity as conditions require, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract.

PRE-PAYMENTS

No prepayments of any kind will be made prior to shipment.

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**MARCH 6, 2023
ITB: 23-44**

INVITATION TO BID (cont'd)

TAX

The City of Birmingham is exempt from all Federal Tax, and sales and use tax, except Alabama tax on oils, lubricants and fuels specifically bought for over-the-road transportation use.

ADDITIONAL PURCHASES

The City has attempted to list all items for "Food Services - Jail" required during the term of the contract, if mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types and/or sizes.

REDUCTION IN COST

Bidder agrees that the City of Birmingham will be charged no more for item(s) bid than the State of Alabama, and that in the event of a price reduction; the City will receive the benefit of such reduction on any undelivered portion of contract.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties, and other amounts due the City from the successful bidder.

NON-DISCRIMINATION POLICY

During the performance of this contract the Vendor agrees as follows:

- (1) The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (2) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the vendor may be declared ineligible for further municipal contracts.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

FORM W-9

Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

BUSINESS LICENSE

The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. A copy of his/her license may be submitted along with his/her bid. In the event you receive a notification of intent to award letter, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt. Failure to submit the requested information will result in the notice of intent to award being revoked.

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**MARCH 6, 2023
ITB: 23-44**

INVITATION TO BID (cont'd)

PUBLIC DISCLOSURE

Subject to applicable law or regulations, the content of each Bidder's Proposal shall become public information upon the effective date of any resulting contract.

TELEGRAPHIC/ELECTRONIC BID RESPONSES

Proposal responses sent by electronic devices (i.e., facsimile machines and email) are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other means.

E-VERIFY

Vendor shall participate in the E-Verify program as required under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

QUESTIONS

Any questions concerning these specifications should be addressed to Purchasing Division, Aisha Johnson, phone (205) 254-2267, fax, (205) 254-2484, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

SINGLE BID

If a single bid response is received for this ITB, the bid will be rejected in accordance with Section 41-16-50(a) of the Code of Alabama. The bid will be opened but **will not** be read publicly. We will proceed with negotiations for a lower price with the rejected Bidder and other Bidders by means of sealed quotes. The rejected Bidder's initial offer will not be disclosed to other Bidders, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the City are met.

NEGOTIATIONS

The City of Birmingham reserves the right to enter into contract negotiations with the selected Bidder. If the City and the selected Bidder cannot negotiate a successful contract, the City may terminate negotiations and begin negotiation with the next selected Bidder. This process will continue until a contract has been executed or all proposals have been rejected. No Bidder shall have any rights against the City arising from such negotiations.

PROHIBITION AGAINST BOYCOTTING

By signing this contract, the Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

AWARD

Contract will be awarded to the lowest most responsive and responsible bidder who meets all bid requirements and has a history of successfully completing like work.

GOVERNING LAW/DISPUTE RESOLUTION

Contract award to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

PAYMENT TERMS

The City's standard payment term is Net-30 days from acceptance. Exception may be allowed for discounted early payment, such as 2%-10, Net 30 Days. The reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods are received, whichever is later. In the event of a dispute the City's records shall prevail. **The City will not consider any bids requiring C.O.D. payments.**

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**MARCH 6, 2023
ITB: 23-44**

INVITATION TO BID (cont'd)

STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9

Vendor represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act"). Vendor represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that Vendor is enrolled in the E-Verify program. During the performance of this Agreement, Vendor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations. Vendor agrees to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for Vendor on the Project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Vendor represents and warrants that Vendor shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which Vendor knows is not in compliance with the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

Bids may be solicited for the product included in this contract where an immediate/emergency need exists including large quantities. The decision of the Purchasing Agent as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

HOLD HARMLESS AND INDEMNIFICATION

Vendor(s) shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a "Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitee(s) for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitee(s).

NON-COLLUSION

Contractor covenants and declares that it has not employed any person to solicit or procure this Agreement and that Contractor has not made, and will not make, any payment of any compensation for the procurement of this Agreement. The covenant contained herein shall survive the expiration or earlier termination of this Agreement.

CONFLICT OF INTEREST

Contractor covenants and declares that it has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City during the term of this Agreement. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Contractor shall promptly notify the City in writing of the existence of such conflict of interest.

CONFIDENTIALITY

Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of the City information whether deemed confidential or not.

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INVITATION TO BID (cont'd)

GUARANTEE

Bidder certifies by bidding, that he is fully aware of the conditions of service and purpose for which item(s) included in this bid are to purchase, and that his offering will meet these requirements of service and purpose to the satisfaction of the City of Birmingham Finance Purchasing Division and its agent.

BID SAMPLES

Bid samples may be required. Bidder(s) must furnish sample(s) of items bid as noted in each item's specification. Any such samples requested must be made available to the City within five (5) working days or as noted in the item specification.

LAWS, PERMITS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and rules and regulations of the authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

INSURANCE REQUIREMENTS

Liability Insurance: For the duration of this contract and for limits not less stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$1,000,000.00 total with a maximum of \$300,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; and (iii) Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. The City's bid number (23-44) must appear on any/all copies of the certificate of insurance.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the company's rating with their bid. The Contractor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

City Additional Named Insured: Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work. The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

Policies Primary: All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Waiver of Subrogation: Contractor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Contractor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

Proof of Coverage: Before the commencement of services or work hereunder, the Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. Evidence of insurance will not be accepted on a per event basis. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City. In the event that the City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Contract, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

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**MARCH 6, 2023
ITB: 23-44**

INVITATION TO BID (cont'd)

NON-RESPONSIBLE BIDDER

Three (3) failures by a vendor in a twelve (12) month period to complete awarded projects within the stated completion time frame will force the City to determine the vendor to be a non-responsible vendor, and that vendor will not have future bids considered for a period of twelve (12) months. This does not limit the City's authority to otherwise determine that a vendor to be a non-responsible bidder.

INVOICING

All invoices must agree with the purchase order in description and price and include the following information:

- 1.) Purchase Order Number
- 2.) Ship to Department Name and Address
- 3.) In order to ensure prompt payment, ALL **ORIGINAL INVOICES*** MUST BE SENT TO:

**CITY OF BIRMINGHAM
POLICE HEADQUARTERS
1710 1ST AVENUE NORTH
BIRMINGHAM, AL 35203
ATTN: POLICE FINANCE**

*If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the City to process payment. **Invoices that do not reference an authorized Purchase Order will be returned to the vendor.**

THIRD-PARTY "REMIT-TO"

If a Bidder has a third-party "remit-to" company, that information must appear on the Bidders response. The City of Birmingham will send payment to the company designated by the Bidder on its response but will not be responsible for resolving payment issues should the Bidder change payment processing companies after a payment has been mailed or without a 45-day written notification to the Community Development and Accounting division of the City of Birmingham.

DETAILED GENERAL SPECIFICATIONS FOR FOOD SERVICES - JAIL

I. INTRODUCTION

City of Birmingham is inviting bids for the provision of food service to include inmate and staff feeding seven days a week and program support services for a culturally diverse population of up to approximately 140 inmates and 80 staff members for a term of three (3) years, subject to the availability of funding for year 2 and year 3.

City of Birmingham presently operates a facility at the following location:

Birmingham City Jail
425 6th Ave. South
Birmingham, AL 35205

Potential bidders must be capable of providing mobile kitchen facilities on site. Mobile facilities must include all necessary storage space for food goods, supplies, utensils, preparation equipment plus any and all other items necessary to provide 3 meals per day for the inmate population and one meal a day for jail staff.

**CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET, P-100 CITY HALL
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265/FAX: (205) 254-2484**

**AISHA JOHNSON, SENIOR BUYER
EDWARD WILLIAMS, ASST. PURCHASING AGENT**

**MARCH 6, 2023
ITB: 23-44**

DETAILED GENERAL SPECIFICATIONS FOR FOOD SERVICES – JAIL (cont'd)

II. OBJECTIVE

The objective of this Bid is to result in a contract between the successful bidder and the City of Birmingham that will meet the following objectives:

- To deliver high quality food service that can be audited against established nutritional and health standards
- To operate the food service program using correction experienced and professionally trained personnel
- To operate the food service program in a cost-effective manner with full reporting to the City of Birmingham
- To implement a food service plan with clear objectives, policies, procedures and evaluation of compliance – provide copy of proposed plan
- To maintain an open collaborative relationship with the City of Birmingham administration and staff
- To maintain any applicable State and Federal Correctional Food Service Standards
- To offer a comprehensive program for continuing staff training and inmate training and education – provide copy of proposed program
- To operate the food service program in a humane manner with respect to the inmates' right to basic health and nutritional standards

III. QUALIFICATIONS OF BIDDER

To be considered for award of this contract, the vendor must meet the following minimum qualifications:

- The vendor must be organized for the purpose of providing institutional and/or volume food service and must have five (5) years previous correctional feeding experience with proven effectiveness in administering large scale corrections food service programs. Provide corporation's background and history, including number of years in business, number of employees, number of accounts and annual gross sales for the last three (3) years.
- The vendor must have a proven ability for a contract startup within thirty (30) days
- The vendor must have qualified and trained staff with sufficient back up personnel, at a minimum the district manager must have five (5) years of corrections feeding experience. Provide an overview of the vendor's staff orientation program, highlights of vendor's in-service training programs, and certificate programs.
- The vendor must have the central office capability to supervise and monitor the program ensuring satisfactory provision of services
- The vendor must submit a corporate financial statement for the last three years. If the company is a subsidiary or division of a corporation, the relationship of the vendor must be clearly delineated in the documentation
- The vendor shall submit a list of five (5) references, including, at a minimum, the name of the institution, address, a contact name and phone number

IV. METHOD OF AWARD

The award will be made to the lowest priced responsive, responsible bid submitted for the total three (3) year period. The successful vendor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the City of Birmingham. The successful bidder will perform all services indicated in the bid specifications in compliance with a fully executed contract.

City of Birmingham reserves the right to reject any or all bids for any reason in whole or in part received in response to this ITB. City of Birmingham will not pay for any information herein requested, nor is it liable for any costs incurred by the proposer.

Contract award is subject to review and approval of the Jefferson County Personnel Board to document compliance with Enabling Act No. 248, 1945 Alabama Legislature. Once approved by the Personnel Board, the item will be submitted to the Birmingham City Council for approval and formal award. Failure to obtain approval by the Jefferson County Personnel Board may result in no further action relating to award of the contract.

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**MARCH 6, 2023
ITB: 23-44**

BIDDER COMPLIANCE FORMAT

Bidders are to supply all requested data in the appropriate space on the bid form. Failure to supply this data may result in the rejection of bid.

All participating bidders shall mark conspicuously – **compliance or non-compliance with an “X”** in the appropriate column beside each specified item. **This page must be returned along with the completed bid form.** Those items marked in the **“NO”** column must be explained in detail on the **“Exceptions to Specifications”** pages.

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BIDDER COMPLIANCE FORMAT (cont'd)

V. SCOPE OF WORK

Vendors will be expected to provide the following services as part of the food service program:

BIRMINGHAM CITY JAIL SPECIFICATION FOR FOOD SERVICES - JAIL	BIDDER COMPLIES	
	YES	NO
The vendor shall provide three (3) meals per day, three (3) of which will be hot, seven (7) days per week, together with sack lunches of comparable nutritional value, as required by the facility, for inmate population. The inmate meal times will be 4:30a.m.-5:30a.m., 10:00a.m.-11:00a.m. and 4:00p.m.-5:00p.m.	_____	_____
No more than thirteen (13) hours shall pass between the dinner and breakfast meals. A meal schedule shall be mutually agreed upon between the vendor and the City of Birmingham personnel. Vendor shall supply meals for officers at the inmate price per meal.	_____	_____
Vendor shall supply meals for officers at the inmate price per meal, based on one meal per officer per shift, three (3) shifts per day, 365 days per year. The officer dining menu shall be separate from the inmate menu and meal times will be 10:00a.m.-12:30p.m., 4:00p.m.-6:30p.m. and 12:30a.m.-3:30a.m.	_____	_____
All menus and special diets must meet the standards for adult holding and detention facilities as established by the American Correctional Association. All menus will be approved prior to service and quarterly thereafter by a vendor provided registered dietitian. All meals served will provide a minimum of 2,500 calories per day in addition to all required nutrients.	_____	_____
The vendor must provide a four (4) week menu with their bid, complete with nutritional analysis. The calorie count for each meal will be indicated on the menu. No bid will be considered that doesn't provide the menu upon which the cost of service is calculated together with the "as served" portion size of each menu item.	_____	_____
Meals will be served at appropriate temperatures and in a manner that makes them visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, catsup, or mustard) where indicated.	_____	_____
The vendor shall provide, at no additional cost, religious and medical diets conforming to special religious or physician-ordered specifications. The vendor will submit with their bid a sample from their corrections diet handbook.	_____	_____
The vendor shall include sample menus in the bid for special meals (spirit lifters) on holidays. Proposed menus and holidays shall be identified. All such meals will be provided at contract rates. A minimum of five (5) spirit lifter meals shall be provided annually including Independence Day, Thanksgiving, Christmas, and New Year holidays, and one (1) meal to be scheduled at the discretion of the City of Birmingham.	_____	_____
At least a three (3) day supply of food must be maintained on site for emergency contingencies.	_____	_____
The average daily population will be up to approximately 190 inmates. Additionally, the vendor shall expect to serve approximately 95 staff members, based on one meal per officer/shift, three (3) shifts per day, 365 days per year. Third shift will require addition of one meal time per day for a limited number of staff, resulting in a total number of 4 meal times per day. The numbers provided indicate the approximate number of meals to be served annually will be 242,725. This is an approximate number to be used for evaluation purposes only. The City does not guarantee a specific number of meals.	_____	_____

NAME OF YOUR COMPANY _____

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BIDDER COMPLIANCE FORMAT (cont'd)

V. SCOPE OF WORK – cont'd

BIRMINGHAM CITY JAIL SPECIFICATION FOR FOOD SERVICES - JAIL	BIDDER COMPLIES	
	YES	NO
The vendor shall: Provide all consumable supplies and food products that are required for food service operations. These supplies and food products shall remain the property of the vendor. Cleaning supplies for the kitchen area shall be provided by the vendor.	_____	_____
Be responsible for routine cleaning and housekeeping of food service preparation, service and storage areas and will, on a continuing basis, maintain standards of sanitation required by state or local regulations.	_____	_____
Assign a minimum of one (1) employee per shift to oversee and supervise all aspects of the food service operation. Inmates will be provided as required by the vendor, subject to the approval of the Chief Jail Administrator or his/her designee. The vendor will provide an organizational chart and job descriptions for all professional and inmate staff with their proposal including number of inmates required per shift. Such personnel shall be used to assist in the preparation of food, delivery of meals and general sanitation and cleaning. The vendor agrees to train and supervise such personnel, subject to the overall control of the City of Birmingham.	_____	_____
Agree that its employees assigned to duty at the jail shall submit to periodic health Examinations at least as frequently and as stringently as required by law and agrees to submit satisfactory evidence of compliance with all health regulations to the City of Birmingham, upon request.	_____	_____
Vendor shall submit to the City of Birmingham on the first day of each week, covering the previous week, an invoice for meals ordered or served, whichever is greater. The price per meal charged to the City of Birmingham shall be described in the bid and shall be guaranteed for meals for (1) one year. Vendor shall also provide a firm price per meal for a second year and a firm price per meal for a third year.	_____	_____
The vendor shall return to the City of Birmingham at the expiration of this contract the food service premises and all equipment furnished by the City of Birmingham in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been damaged by fire, flood or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the vendor and providing that all damages and losses are reported to the City of Birmingham for all items covered by this paragraph. The City of Birmingham will pay for needed repairs caused by normal wear and tear. Equipment, which in the opinion of the City of Birmingham has exceeded its useful life, will be replaced by the City of Birmingham after consultation with the vendor.	_____	_____

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BIDDER COMPLIANCE FORMAT (cont'd)

V. SCOPE OF WORK – cont'd

BIRMINGHAM CITY JAIL SPECIFICATION FOR FOOD SERVICES - JAIL	BIDDER COMPLIES	
	YES	NO
Vendor agrees to make the fullest use of the USDA donated commodities when they are available; wholesome and appropriate for menu purposes. The vendor reserves the right to refuse acceptance of any such commodities that are contaminated or in excessive amounts. The utilization/control of USDA-donated commodities is subject to the following requirements: <ul style="list-style-type: none"> • The vendor will properly handle, store and prepare the commodities • A weekly inventory shall be taken of all commodities by the vendor. The report shall include for each USDA-donated commodity; the commodities on hand at the beginning of the week; the quantity used; the quantity lost due to spoilage, theft or shrinkage; and the balance at the end of the week • Commodities received will be used solely for the benefit of those persons in the jail • The vendor shall credit to the City of Birmingham invoice, the fair market value to each commodity item used for the period, deducting there from shipping and handling charges actually incurred • The vendor shall assume all liability of or safety of donated commodities. 	_____	_____
<ul style="list-style-type: none"> • The vendor shall keep full and accurate records of sales and meal count records in connection with the food services. A copy of these records shall be supplied to the Chief of Police or his designee on request. In addition, all such records shall be available for auditing by the City of Birmingham at any time during regular working hours. 	_____	_____
<ul style="list-style-type: none"> • Facility inspections shall be made by the City of Birmingham when deemed necessary, with or without advance notice to the vendor. The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those designated under the proposal without advance written approval of City of Birmingham. 	_____	_____
<ul style="list-style-type: none"> • Inspections of kitchen facilities by City of Birmingham and State Health agencies must achieve satisfactory ratings. 	_____	_____
<ul style="list-style-type: none"> • The Vendor shall be responsible for purchasing, maintaining and replacing trays, reusable plastic cups and utensils for all feeding operations. 	_____	_____
<ul style="list-style-type: none"> • Food service personnel employed by the vendor will be properly attired in a clean uniform at all times. Vendor will provide said uniforms to its personnel. Hair restraints will be worn at all times such personnel are performing duties areas where food is stored, prepared or consumed. 	_____	_____
NOTE: Existing jail facilities should be under renovation. However, all prospective vendors must attend the scheduled mandatory pre-bid conference and site inspection and examine the facility as a precondition to their bid to establish location and any potential logistical problems in the area. Agreement shall exist upon the condition that Vendor will operate its Services at the same points of service and remain in operation under the same operating standards agreed at the time of execution of the agreement. Any proposed change in the scope of the work covered by this agreement will require a new bid process and will result in a new contractual agreement.	_____	_____

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BIDDER COMPLIANCE FORMAT (cont'd)

V. SCOPE OF WORK – cont'd

BIRMINGHAM CITY JAIL SPECIFICATION FOR FOOD SERVICES - JAIL	BIDDER COMPLIES	
	YES	NO
Staff Requirements: <ul style="list-style-type: none"> • All employees of the vendor who will work in the jail must be cleared by the City of Birmingham's Police Department. All employees must comply with the written policy and procedures relating to facility security. • All bids must clearly detail the proposed use of the food service manager and inmates as part of the vendor's food service bid. Included in this section shall be detailed explanation of method of supervision, job description and overall approach to working with City of Birmingham employees. • If the bid includes the use of inmate labor, training in kitchen skills and food service delivery shall be provided by the vendor. The bid shall outline what this training will entail as part of the vendor's overall vocational training program. • <u>Inmates are not permitted to supervise other inmates.</u> • All employees of the vendor shall complete twenty-four (24) hours of approved in-service training annually on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the City of Birmingham at any time during regular working hours. 	_____	_____
Daily Processing of Complaints: Food service complaints from inmates must be processed at least daily as follows: <ul style="list-style-type: none"> • Food service trained personnel shall act upon all complaints. • The responsible food service director shall determine the appropriate mechanism to be utilized for specific categories of complaints. • All complaints shall be forwarded to the Chief Jail Administrator or his/her designee. 	_____	_____

NAME OF YOUR COMPANY _____

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DETAILED GENERAL SPECIFICATIONS FOR FOOD SERVICES – JAIL (cont'd)

VI. CONTRACT REVIEW

City of Birmingham and the Food Service Provider shall, within thirty (30) days of execution of an agreement, set dates through the scheduled contract termination date for quarterly review meetings between the Chief Jail Administrator or his/her designee and the Food Service Provider personnel for the evaluation and amendment, if necessary, of the Agreement.

The facility and the Food Service Provider shall, within thirty (30) days of execution of an agreement, formulate a monthly report form that will establish the basis for the quarterly review sessions.

VII. RESPONSIBILITY OF CITY OF BIRMINGHAM

City of Birmingham shall be responsible for and provide:

- Accurate and timely orders for the numbers of meals to be served to inmates, correctional officers and staff within two (2) hours of the time for meals to be served.
- Provide adequate ingress and egress to all production areas.
- Adequate heat, light, ventilation and all other utilities. City of Birmingham shall provide local and business telephone service to the vendor at no charge. This telephone shall be used only for local service, business -related calls. Should the vendor desire local service for personal use and other non-business related calls or long distance calls, whether business or personal, a separate telephone not connected to the city system shall be installed at the vendor's expense.
- Extermination and trash removal services.
- General maintenance to the building structure including, but not limited to the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The city's maintenance does not include day-to-day cleaning operations in the kitchen area.
- Adequate preparation, storage and holding equipment and maintenance of the same.
- Security, control and limitation of inmate movement in, to and from the food service area, including physical security of employees, suppliers and other authorized vendors.
- Maintain kitchen appliances and equipment.

VIII. TERMINATION AND SUSPENSION

- This Agreement may be terminated by City for its convenience upon thirty (30) days' written notice to Vendor. If this Agreement is terminated by City for convenience the Vendor shall be paid the amounts due for Services performed and expenses incurred up to the effective date of termination.
- City may terminate for cause by giving vendor written notice of intent to terminate and specific detail of breach of contract. If within fifteen (15) days from such notice the breach has not been corrected, the City may cancel the agreement effective fifteen (15) days after the end of said fifteen (15) day period allowed for corrective action.
- Vendor may terminate this Agreement for (i) nonpayment by City or (ii) material breach or failure of City to comply with this Agreement, upon sixty (60) days written notice to the City.
- City may in writing order Vendor to suspend all or any part of the Services for a Project for the convenience of City upon a stoppage beyond the control of City or Vendor.
- Persons assigned by Vendor to another Project during such suspension periods and not available to return to a Project upon cessation of the suspension shall be replaced.

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MARCH 6, 2023
ITB: 23-44

BID FORM

Edward Williams
Asst. Purchasing Agent
City of Birmingham, AL

Submitted below is my firm bid for food services - jail for the Birmingham City Jail for the City of Birmingham for a period of three (3) years, in accordance with your invitation to bid and specifications dated March 6, 2023. Prices quoted are f.o.b. Birmingham, AL delivered and I am bidding in exact accordance with the specifications except as listed below.

MEALS FOR INMATES AND STAFF			
#	DESCRIPTION		COST PER MEAL
1	600-620 Meals	Year 1	\$
		Year 2	\$
		Year 3	\$
2	621-640 Meals	Year 1	\$
		Year 2	\$
		Year 3	\$
3	641-660 Meals	Year 1	\$
		Year 2	\$
		Year 3	\$
GRAND TOTAL			\$

The per-meal price and/or annual price shall include all cost for the provision of food services (i.e. condiments, salt, pepper, etc.) including the provision of all staffing in labor. The facility typically serves three meals a day and the per-meal price will apply to the type of meal served and not to the aggregate number of all meals served on a particular day. For example, if 1,000 inmates are served breakfast on a particular day and only 900 inmates are served dinner later that same day, the per meal price for breakfast would be based on 1,000 inmates and the per-meal price for dinner would be based on 900 inmates.

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BID FORM (cont'd)

DELIVERY:

Delivery is guaranteed no later than _____ day(s) after order date.

MAXIMUM DISCOUNT:

Guaranteed discount if bid is renewed for 2nd year: _____%

Guaranteed discount if bid is renewed for 3rd year: _____%

The federal government has changed from the DUNS Number to the Unique Entity ID which is generated by going to SAM.gov.

- The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov
- As part of this transition, the DUNS Number has been removed from SAM.gov.

NAME OF YOUR COMPANY _____

AISHA JOHNSON, SENIOR BUYER
EDWARD WILLIAMS, ASST. PURCHASING AGENT

EXCEPTIONS TO SPECIFICATIONS:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

NAME OF YOUR COMPANY _____

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CERTIFICATION REGARDING DEBARMENT, SUSPENSIONS,
AND OTHER RESPONSIBILITY MATTERS

(Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Bidder/Offeror certifies to the best of its knowledge and belief, that it and its principals:

- (a) ☐ Are ☐ are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) ☐ Have ☐ have not within a three-year period preceding award of this contract been convicted of or had civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) ☐ Are ☐ are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission on any of the offenses enumerated in Paragraph (b) above; and
- (d) ☐ Have ☐ have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

AUTHORIZED SIGNATURE

TITLE

PRINTED NAME

DATE

_____ I am unable to certify to the above statements. My explanation is attached.

NAME OF YOUR COMPANY _____

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EDWARD WILLIAMS, ASST. PURCHASING AGENT**

**MARCH 6, 2023
ITB: 23-44**

SIGNATURE PAGE

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority - and women - owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

This page must be returned with bid.

Bidder acknowledges receipt of _____ addenda(s).
(addenda number)

UEI # _____

Date of Bid

Name (Print legibly or Type)

Company

Title

Street Address

Signature

City State Zip

Tax ID Number

Post Office Box

E-Mail Address

City State Zip

Telephone Number

Terms of Payment

Fax Number

Delivery Date

Cell Phone

IF AVAILABLE, PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. **BID AWARD NOTICE ADDRESS** _____

2. **PURCHASE ORDER ADDRESS** _____

3. **REMITTANCE ADDRESS (and name if different than above)** _____

FOOD SERVICES AGREEMENT

THIS CONTRACT FOR FOOD SERVICES AT THE CITY JAIL (hereinafter the "Contract") is made this _____ day of _____, 2023 and entered into by and between the City of Birmingham, a municipal corporation, (hereinafter referred to as the "City") and, _____ (hereinafter referred to as the "Company").

WHEREAS, in connection with Bid #23-44 (the "Bid"), the City has conducted a competitive bid process to select a contractor to provide the services and work specified in that Bid and in this Contract (collectively, the "Work"); and

WHEREAS, Company is determined to be the lowest responsive and responsible bidder; and

WHEREAS, City desires to avail itself of Company's services; and

WHEREAS, Company desires to perform such services for City; and

WHEREAS, Company is being awarded the right to perform the services and work contemplated in the Bid.

NOW WITNESSETH, in consideration of the mutual covenants and benefits herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

CITY'S GRANT TO COMPANY: City grants to Company, as an independent contractor, the right to operate inmate food services at the following described premises: _____ (such location hereinafter referred to as the "Premises"), and the right to serve to inmates, staff, and other persons at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the City (such food service hereinafter referred to as "Services").

TERMS: Company agrees to perform the Work as specified in the Bid and set forth in this Contract. In the event of a conflict between any term, specification or provision in the Bid materials and those in this Contract, the provisions in this Contract shall control and govern. The Bid specifications and provisions in this Contract may collectively hereinafter be referenced as the "Contract." At its expense, Company will provide all labor, materials and equipment required to perform the Work. Company warrants that it will perform the Work in a good and workmanlike manner. Unless terminated sooner as provided herein, the term of this Contract shall commence on the first day of the month following its execution by both parties and shall extend for a maximum term of three (3) years (the "Term"), including a minimum period of one (1) year after that date. During the term of the Contract, the prices and other provisions and conditions in the Contract will continue to apply. Either party may terminate this Contract by providing advance written notice to the other party as provided in the bid specifications prior to the designated time for termination.

TERMINATION:

- (a) The City may terminate this Contract before the expiration of its term if Company defaults on a material obligation to the City under the Contract (a "Default"), and Company fails to correct or remedy the Default within seven (7) days after the City's provision of written notice of Default to Company. Failure of the Company to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the contract or available by law.
- (b) City may terminate this Agreement, for any reason, by providing notice of said termination in writing thirty (30) calendar days prior to the proposed termination date.
- (c) Company may terminate this Agreement for (i) nonpayment by City or (ii) material breach or failure of the City to comply with this Agreement upon sixty (60) calendar days written notice to the City.
- (d) Upon the termination or expiration of this Agreement, Company shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Company, and where applicable, remove its property and equipment and return the Premises to City, together with all the equipment furnished by the City pursuant to this Agreement,

in the same condition as when originally made available to Company, excepting reasonable wear and tear and fire and other casualty loss.

INDEMNIFICATION/INSURANCE:

(a) Indemnification: Company agrees to defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against from and against all demands, actions, damages, judgments, expenses (including, but not limited to, attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "Claim(s)") by any third parties (including any employee, subcontractor or representative of the Company, hereafter a "Company Representative") that arise out of, relate to, result from, or are attributable to any of the following: (a) any conditions in or about the City-owned properties or Work sites that Company or any Company Representative may enter or encounter in performing their services or Work; (b) the use or occupancy of City-owned properties and Work sites by Company or any Company Representatives; and (c) any act, omission or conduct by Company or any Company Representative that arises from or relates to its (or their) performance or failure to perform its (or their) responsibilities and Work under this Agreement; provided that Company's indemnification obligation to the City under this provision shall not exceed the amount of the limits of the general liability and automobile insurance policies set forth herein. This indemnification obligation includes Claims by third parties that are caused in part by the negligence of an Indemnatee; provided, nothing herein shall obligate Company to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

(b) Insurance: For the duration of the Contract and for limits not less than stated below, the Company shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

(i) Commercial General Liability: One Million Dollars (\$1,000,000.00) for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft;

(ii) Comprehensive Automobile Liability: Covering owned and rented vehicles operated by the Company with policy limits of not less than One Million Dollars (\$1,000,000.00) bodily injury per occurrence, One Million Dollars (\$1,000,000.00) property damage or per occurrence; and

(iii) Workers Compensation: Workers' Compensation and Employers Liability as required by statute.

The Company may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

Before the execution of the contract, the Company shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificates shall name the City, and its officials and employees, as additional insureds on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

All such insurance coverage shall be provided by a policy or policies insured by company or companies qualified by law to engage in the insurance business in the State of Alabama, with a rating of **B+** or better according to the most current edition of Best's Insurance Reports, which said policy or policies shall be approved by the Director of Finance of the City and filed with the City Clerk. The Company shall cause a certificate or certificates of insurance to be furnished, in duplicate, to the City evidencing such insurance coverage. The City's bid number (23-44) shall appear on any/all copies of the certificate of insurance.

Such insurance policies shall contain an endorsement providing the City will be given not less than thirty (30) day notice in writing prior to the cancellation or change of coverage provided by said policies. In the event the City is notified that any of the coverage required herein is to be canceled or changed in such a manner as not to comply with the requirements of this agreement, the Company shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with certificates evidencing the re-establishment of the insurance coverage required hereby.

SAFETY AT WORK SITES: The Company warrants that, before performing the Work contemplated hereunder, it will inspect the sites where Work is completed. Company further warrants that, before performing the Work, it will identify any condition or hazard that it considers will prevent it from performing the Work in a manner that does not endanger persons or property. Company is exclusively responsible for performing the Work in a safe manner that does not put a risk the safety of persons (including its own employees or representatives) or endanger property. Company shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the services; (ii) all the services and all materials and equipment to be incorporated therein, whether in storage on or off the Work sites, or under the care, custody or control of the Company or any of its subcontractors; and (iii) other property at the Work sites or adjacent thereto. Company further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over safety of persons or property or to protect them from damage, injury or loss.

EQUAL OPPORTUNITY:

(a) During the performance of this contract Company agrees as follows:

(1) Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Company will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) In the event of Company's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and Company may be declared ineligible for further municipal contracts.

(b) Company acknowledges that the City, as a matter of public policy and to the extent allowed under applicable law, encourages participation of minority-owned, women owned and disadvantage business enterprises to the maximum extent possible and seeks to provide opportunities for and to actively include Disadvantaged Business Enterprises (DBEs) and Historically Underutilized Business Enterprises (HUBE's) which includes architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs. Company agrees to comply with this policy, and to include and retain those firms, contractors and consultants as sub-contractors or participants in other capacities to assist Company to complete the Work.

(c) The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

PROHIBITION AGAINST BOYCOTTING:

By signing this contract, the Company certifies that it is not currently engaged in, and for the duration of this contract will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

NON-COLLUSION:

Contractor covenants and declares that it has not employed any person to solicit or procure this Agreement and that Contractor has not made, and will not make, any payment of any compensation for the procurement of this Agreement. The covenant contained herein shall survive the expiration or earlier termination of this Agreement.

CONFLICT OF INTEREST:

Contractor covenants and declares that it has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City during the term of this Agreement. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Contractor shall promptly notify the City in writing of the existence of such conflict of interest.

CONFIDENTIALITY:

To the extent allowed by law, the terms and conditions of this Agreement are confidential and will not be disclosed by a party to any third party without the other party's prior written consent (except that each party may disclose the terms and conditions of this Agreement to its employees and, in the case of _____, its agents and subcontractors, who have a direct need to know the terms and conditions of the Agreement.) Nothing herein will prevent _____ or Customer from supplying such information or making such statements or disclosures relating to this Agreement before any competent governmental authority, court or agency, or as such party may consider necessary in order to satisfy its obligations under applicable laws, regulations or generally accepted accounting principles (including, without limitation, statements or disclosures to such party's lawyers or accountants). Such party will furnish notice thereof to the other party prior to such disclosure unless such disclosure is in response to a lawful requirement or request from a court or governmental agency regarding a criminal inquiry or matter, in which case no prior notice will be required. The Parties acknowledge that public records are subject to disclosure pursuant to the State of Alabama Open Records Law.

INFORMATION TECHNOLOGY SECURITY:

In connection with the services being provided hereunder, Company may need to operate certain information technology systems not owned by the City ("Non-City Systems"), which may need to interface with or connect to City's networks, internet access, or information technology systems ("City Systems"). Company shall be responsible for all Non-City Systems, and City shall be solely responsible for City Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Company serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Company will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-City Systems interface with or connect to City Systems, then City agrees to implement forthwith upon request from Company, at its own expense, the changes to the City Systems that Vendor reasonably requests and believes are necessary or prudent to ensure Company's compliance with the Data Protection Rules. Company shall indemnify, defend and hold harmless the City from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the Company's failure to comply with its obligations in this Section.

WORK SPECIFICATIONS/RATES/PAYMENT FOR WORK:

Contractor agrees to perform the Work pursuant to the specifications in the Bid and as set forth below:

- (a) Pursuant to the provisions of this Agreement, Company will operate and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties and further set forth in the bid form submitted by the Company, attached hereto. Such Services shall meet or exceed the State and Federal Correctional Food Service Standards as well as the standards for adult holding and detention facilities as established by the American Correctional Association regarding food service and the requirements set forth in Invitation to Bid and Specifications #23-44 issued _____, 2023, Vendor's response to the ITB #23-44, all of which are incorporated herein by this reference.

- (b) Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the provider must be included in any fee proposed (Code of Alabama Section 40-12-222). All items of cost for the meals/service are to be included in the bid price per meal. City will not pay any additional costs above the bid price for the meals. Company also agrees: (i) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (ii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; (iii) meet all guidelines as prescribed by the American Correctional Association. All costs in connection with such taxes (excluding City's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a Cost of Business and will be charged to the operation of the business.
- (c) It is important to note that the Birmingham City Jail kitchen facility is due to be completely renovated on or about the time of contract startup. Company shall provide mobile kitchen facilities on site for approximately the initial 3-5 months of the contract, or until the renovations are completed. Mobile facilities must include all necessary storage space for food goods, supplies, utensils, preparation equipment plus any and all other items necessary to provide 3 meals per day for the inmate population and one meal per day for jail staff.
- (d) Company shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the City. All persons employed by Company will be the employees of Company, and not of the City, and will be covered by employee dishonesty coverage. The City may refuse access to any Company's employee. Company shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees, and hereby indemnifies City from any liability for such obligation. Company agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.
- (e) Company shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Company agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.
- (f) All records shall be kept on file by Company for a period of three (3) years from the date the record is made and Company shall, upon reasonable notice, give the City or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Company's business records which are solely and directly relevant to the financial transactions pertaining to this agreement. The cost of such inspection, examination, and audit will be at the sole expense of the City and such inspection, examination, and audit shall be conducted at the Company's locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the relevant terms of this Agreement.
- (g) Company agrees that Company's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that City imposes upon City's employees and agents.
- (h) Company agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the City as defined in the CITY'S RESPONSIBILITIES Section.

CITY'S RESPONSIBILITIES:

- (a) City shall, without cost to Company, provide Company with the necessary space for the operation of its Services, and shall furnish, without cost to Company, all utilities and facilities reasonable and necessary for the efficient performance of Company's services hereunder, including, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space, except as otherwise provided in this agreement.
- (b) City shall, at its own cost and expense, provide all food equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Company's Services hereunder. The City will maintain, repair, and replace said equipment and facilities at its own expense. If equipment provided by City becomes inoperative, hazardous, or inefficient to operate, Company shall notify City immediately. City shall permit Company to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by City to Company are the sole property of the City, and Company will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the City.
- (c) The City will be responsible, at no cost to Company, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by City staff or inmate workers and supervised by City staff and shall be performed on a schedule determined by agreement between the City and Company.
- (d) City shall be responsible for payment of all real estate taxes with respect to the Premises, and City shall be responsible for payment all personal property taxes and similar taxes with respect to City's equipment located in the Premises.

EXCUSED PERFORMANCE:

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

PAYMENT TERMS:

Company shall invoice the City each week, in arrears, for the total amount due from the City as the result of the number of meals served in the preceding week. City shall pay the invoice amount within thirty (30) days of receipt of invoice from Company. In the event that said amounts set forth in said documents are not paid according to the terms hereof, or in the event that Company, in its sole discretion, determines that City's credit has become impaired, Company shall have the option to:

- (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Company's satisfaction; or
- (b) terminate this Agreement without liability whatsoever to Company, by giving sixty (60) days prior written notice to City.

NOTICES:

All notices to be given under this Agreement shall be in writing and shall be served either personally, by facsimile, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address or facsimile number stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following facsimile receipt; (b) one (1)

business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

To Vendor:

Tel No: _____

Email: _____

To City:

Birmingham Detention Facility
125 6th Avenue South
Birmingham, AL 35205
Tel No: (205) 254-6369
Email: harry.greenberg@birminghamal.gov

To City Clerk:

Lee Frazier, City Clerk
710 North 20th Street, Room _____
Birmingham, Alabama 35203

And a copy to:

City of Birmingham
City Attorney
710 North 20th Street, Room 600
Birmingham, Alabama 35203
Attention: _____

MISCELLANEOUS PROVISIONS:

- (a) Before commencing the Work, Company, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to complete the Work, including without limitation, a business license issued by the City (collectively, "Licensing"). Company further agrees to maintain that Licensing throughout the performance of its Work.
- (b) Time is of the essence in performing the Work. Company will use commercially reasonable efforts to complete the Work in accordance with the schedule set forth in the Contract, or, if no schedule is stated therein, in accord with the schedule to be agreed by the parties.
- (c) Company will expeditiously perform the Work in a manner that is consistent with professional skill and care that would be provided by other professionals in its industry under same or similar conditions, and in the orderly progress of the project.
- (d) With respect to any goods, materials or products furnished by Company to City, Company warrants that it owns, is licensed or has the right to supply all such products, including all intellectual rights attendant thereto. To the fullest extent permitted by law, Company shall defend, indemnify, and hold harmless the City (and its representatives) from and against all actions, damages, judgments, losses, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs) and claims for patent, copyright or other infringement of intellectual property rights arising out of, related to, or resulting from Company's breach of this warranty.
- (e) The parties will use their good faith efforts to resolve any dispute or claim between the parties arising from the performance or failure to perform their respective obligations under this agreement (a "Dispute"). Those efforts will include escalation of the Dispute to the senior manager/official level of each party. However, if

the parties are unable to amicably resolve any Dispute, the dispute resolution mechanism shall be litigation in a court of competent jurisdiction that is located in Jefferson County, Alabama. The parties waive any right to a trial by jury in any legal action between them that is instituted to resolve a Dispute.

- (f) Company is an independent contractor of the City. This Contract does not create any partnership, joint venture or principal-agent relationship between the City and the Company. Further, the City retains no control or authority with respect to its means and methods in which the Company (or any of its employees or representatives) performs the Work.
- (g) The Company shall not assign this Contract, or any of its rights, obligations or the benefits hereunder, to any other party without prior written approval of the City, which approval may be withheld for any reason. In no event shall this Contract be assigned to an unsuccessful bidder who was rejected because he was not a responsible or responsive bidder.
- (h) The Contract is made only for the benefit of the City and Company. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.
- (i) If Company conducts business through a corporation, limited liability corporation, or other similar organization, it makes the following representations and warranties as additional inducements to the City for it to enter the contract:
 - (i) Company is a duly organized and existing entity that is authorized to perform business under the laws of the State of Alabama and has the power to enter into and to perform and observe its agreements and covenants in the contract.
 - (ii) All actions required to be taken by or on behalf of Company to execute the contract, and to perform its covenants, obligations and agreements hereunder, have been duly taken. Those actions may include a resolution duly adopted by its governing body and copies of such resolutions shall be provided to the City.
 - (iii) The execution and performance of the contract by Company do not constitute and will not cause the breach or violation of any contract, lease, franchise, permit or agreement of any nature to which Company is a party.
- (j) Company warrants and certifies that it has not employed or retained any firm, entity or person to solicit or secure its selection to enter into this contract, and that it has not paid or agreed to pay any fee, commission, percentage, gift or other consideration to any such firm, entity or person that is contingent upon or resulting from the award or making of this contract. The City, at its sole discretion, may terminate the contract without liability if Company violates this warranty.
- (k) This contract may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed and shall have the same legal force and effect as, an original document.
- (l) Any forbearance or delay on the part of the City in enforcing any of its rights under this Contract shall not be construed as a waiver of such rights. No terms of this contract shall be waived unless expressly waived in writing.
- (m) If any provision of this contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.
- (n) Limitation of Liability/Exclusion of Consequential Damages. COMPANY AND THE CITY AGREE AND ACKNOWLEDGE THAT, IN THE EVENT EITHER ASSERT OR MAKE ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE OTHER ARISING FROM AN ALLEGED BREACH OF THIS

AGREEMENT OR AN ALLEGED FAILURE TO PERFORM ANY OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER, THE MAXIMUM AMOUNT THAT EITHER MAY RECOVER FROM THE OTHER AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO ACTUAL DAMAGES THAT DIRECTLY ARISE FROM THAT BREACH AND ARE PROVEN IN A COURT OF LAW. COMPANY AND THE CITY AGREE AND ACKNOWLEDGE THAT THE COMMERCIAL TERMS HEREIN WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT NEITHER WOULD HAVE ENTERED INTO THIS AGREEMENT WITHOUT ITS INCLUSION. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR OTHER SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS. NOTHING IN THIS PROVISION SHALL BE CONSTRUED TO LIMIT, MODIFY OR AFFECT THE COMPANY'S INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT.

- (o) Pursuant to Executive Order of the Mayor of Birmingham No. 76-09 (effective as of August 21, 2009), Company acknowledges and agrees that the City has the right to deduct from the total amount of consideration to be paid, if any, to Company under this Agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from Company.
- (p) **Immigration Act Compliance:** (a) Contractor represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the "Act"). (b) Contractor represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that Contractor is enrolled in the E-Verify program. During the performance of this Agreement, Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations. (c) Contractor agrees to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for Contractor on the Project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor represents and warrants that Contractor shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which Contractor knows is not in compliance with the Act. (d) By signing this Contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- (q) **"Buy Local"**. Company agrees that in connection with any portion of the Work, it will make commercially reasonable efforts to buy and/or lease supplies, materials and equipment from vendors located within the corporate limits of the City of Birmingham and it will encourage any subcontractor of the Company, if any, to buy and/or lease supplies, materials and equipment from vendors located within the corporate limits of the City of Birmingham.
- (r) **Local Hiring.** Company agrees to make, and to cause its subcontractors, if any, to make commercially reasonable efforts to hire qualified residents of the City of Birmingham to fill available positions with respect to the Work.
- (s) The Contract and the specifications in the Bid represent the entire agreement between the parties. Unless otherwise provided herein the terms herein supersede all prior negotiations, representations or agreements, either written or oral, concerning the subjects herein, and any such negotiation concerning those matters is merged into this Contract. In the event of any conflict in the provisions of this Agreement and the provisions of the bid specifications, the bid specifications shall govern and control. This Contract may be amended only by written instrument signed by both parties.

(Signatures on following page)

IN WITNESS WHEREOF, the aforesaid parties have hereunto set their signature on the _____ day of _____, 2023.

CITY OF BIRMINGHAM, A MUNICIPAL CORPORATION:

BY: _____

Its Mayor

DATE: _____

ATTEST:

City Clerk

APPROVED AS TO FORM BY LAW DEPARTMENT:

Assistant City Attorney / Date

COMPANY

BY: _____

ITS: _____ (Official Title)

DATE: _____